STERN & EISENBERG, PC 1581 MAIN STREET, SUITE 200 THE SHOPS AT VALLEY SQUARE WARRINGTON, PA 18976 TELEPHONE: (215) 572-8111 FACSIMILE: (215) 572-5025 (COUNSEL FOR MOVANT)

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE: ERIN HANNON AKA ERIN MCANDREW DEBTOR	CHAPTER: 13 BANKRUPTCY CASE: 15-01992-JJT
GNMA-LAKEVIEW MOVANT V.	JUDGE: JOHN J. THOMAS
ERIN HANNON AKA ERIN MCANDREW DEBTOR	

## CONSENT ORDER/STIPULATION SETTLING MOTION FOR RELIEF FROM AUTOMATIC STAY

Upon the Motion of GNMA-Lakeview (hereafter "Movant"), through its Counsel, Stern & Eisenberg PC, under 11 U.S.C. § 362(d) for relief from the automatic stay as to Debtor's real property located at 705 Blueberry Drive, Duryea, PA 18642 (hereinafter, the "Property"), and the parties agreeing to the entry of the Order settling the Motion for Relief and for cause shown, it is hereby ORDERED AND DECREED as follows:

- 1. At the date of this Order, Erin Hannon (hereinafter, "Debtor") is current with post-petition mortgage payment(s) and next post-petition mortgage payment will become due January 1, 2019 (currently \$1,693.19).
- 2. Debtor has agreed to pay attorney fee & cost that Movant has incurred for the filing of Motion for Relief, in the Amount of \$1,031.00.
- 3. Debtor shall cure the Arrears as set forth above by paying 1/6 of the Amount beginning January 1, 2019 as follows:
  - A. \$171.84 plus the monthly payment \$1,693.19 totaling \$1,865.03/ 5 months; (01/01/2019 through 05/01/2019)
  - B. \$171.80 plus the monthly payment \$1,693.19 totaling \$1,864.99/ 1 month; (06/01/2019 through 06/01/2019)
- 4. In the event the regular monthly payment changes for any reason, then the amount due pursuant to this paragraph 2 shall be adjusted accordingly. Thereafter, Debtor agrees to continue making the regular monthly mortgage payment.
- 5. Payment(s) due in accordance with this Consent Order/Stipulation shall be due on or before the  $I^{st}$  of each month.

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- 6. Debtor shall make the regular monthly payments required to the Trustee.
- 7. All payments due to Movant from Debtor are to be made directly to Movant at c/o M&T Bank, P.O. Box 62181, Baltimore, MD 21264-2182, making sure that Movant's loan number appears on all payments.
- 8. In the event Debtor fails to make any of the payments set forth hereinabove (or payments for real estate taxes and/or hazard insurance when due) on or before their due dates, Movant and/or Counsel may give Debtor and Debtor's counsel notice of the default.
- 9. If any such default is not cured within ten (10) days of said notice of the default, upon certification to the court of such default, and request for Order, with a copy to Debtor and Debtor's counsel, Movant shall immediately have relief from the bankruptcy stay, per the form of the attached Order which is made part hereof as Exhibit "A".
- 10. Debtor shall pay Attorney Fees for each Notice of Default issued by Movant as a result of Debtor's failure to make payments in accordance with this Order.
- 11. The failure by Movant, at any time, to file a Certification of Default upon default by Debtor shall not be construed, nor shall such failure act, as a waiver of any of Movant 's rights hereunder.
- 12. Upon issuance of the aforesaid Order, the parties hereto further agree that Movant (and any assignee/successor-in-interest) may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejectment thereafter.
- 13. In the event Debtor converts to a bankruptcy under Chapter 7 of the Bankruptcy Code, Debtor shall pay all pre-petition arrears and post-petition arrears within ten (10) days from the date that the case is converted. If Debtor fails to make payment in accordance with this paragraph then Movant, through Counsel, may file a certification setting forth said failure and Movant shall be granted immediate relief from the automatic stay in the form of Order attached as Exhibit "A".
- 14. It is further agreed that the 14-day stay provided by Rule 4001(a)(3) is hereby waived.
- 15. Facsimile signatures shall be as valid as original signatures and this Consent Order/Stipulation may be signed in counterparts.

By signing this Stipulation/Consent Order, Debtor's Counsel represents that Debtor is familiar with and understand the terms of the Stipulation/Consent Order and agree to said terms regardless of whether Debtor has actually signed said stipulation. Seen and agreed by the parties on the date set forth below:

/s/Steven P. Kelly, Esq. Steven P. Kelly, Esq. Stern & Eisenberg, PC 1581 Main Street, Suite 200 The Shops at Valley Square Warrington, PA 18976 Telephone: (215) 572-8111 skelly@sterneisenberg.com Counsel for Creditor

Date: December 21, 2018

John Fisher, Esquire 126 South Main Street Pittston, PA 18640 570-569-2154

Email: johnvfisher@yahoo.com

Counsel for Debtor

Date:

Charles J. DeHart, III

Chapter 13 Trustee/Attorney for Trustee Email: <a href="mailto:dehartstaff@pamd13trustee.com">dehartstaff@pamd13trustee.com</a>

Date: 12/2

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